509. So too where the request was from one whom he erroneously supposed to have authority. *Campbell* v. *Foster Home Association*, 163 Pa. St. 609. It is submitted, however, that if one acts under a *bonâ fide* belief in a state of fact or law which, if true, would justify the payment, he ought not to be regarded by equity as a mere officious intermeddler. No new burden is created, and the debtor ought not to be allowed to escape the old obligation at the expense of an innocent third party. This doctrine is upheld by an increasing body of authority. *Coudert* v. *Coudert*, 43 N. J. Eq. 407; *Capehart* v. *Mhoon*, 58 N. C. 178; *Crumlish's Adm'r* v. *Central Improvement Co.*, 38 W. Va. 390.

TRADE-MARKS AND TRADE-NAMES — PROTECTION APART FROM STATUTE — SITUS OF PROPERTY RIGHT. — For many years the plaintiffs had been supplying the English trade, from their French distillery, with a liqueur which they called "Chartreuse." The French government confiscated their distillery and transferred the trade-name to the defendants, who thereupon invaded the English market with a pseudo-"Chartreuse." The plaintiffs continued to supply England from their new Spanish distillery, and sought to have the defendants enjoined from using the name. *Held*, that the defendants be enjoined. *Lecouturier* v. *Rey*, [1910] A. C. 262.

Both the American and the English rights to the trade-name "Chartreuse" are now determined, and the House of Lords and the Circuit Court of Appeals of the United States have both determined them in the same way. For a discussion of the American case, see 21 HARV. L. REV. 361, 373.

TRIAL — VERDICTS — CORRECTION OF RECORD. — In an action for negligence against two co-defendants, the jury immediately upon retiring decided in favor of one defendant, and were discussing the liability of the other. When asked by an officer of the court whether they had agreed upon a verdict, the foreman replied in the negative. Thereupon the clerk of court by mistake entered a disagreement. A motion was made by the one defendant on the affidavits of all the jurors to correct the record, and enter a verdict for him. *Held*, that the motion should be granted. *Wirt* v. *Reid*, 138 N. Y. App. Div. 760.

The court in this case is trying to avoid a technicality of practice, and reach justice as between the parties. But a distinction must be drawn between agreeing upon a verdict, rendering a verdict, and recording a verdict. Where a correctly rendered verdict has been wrongly recorded, the minutes may be amended. *Tomes* v. *Redfield*, Fed. Cas. No. 14,085. Where by mistake the foreman announces in court a verdict different from that agreed upon by the jury, the error may be corrected. *Dalrymple* v. *Williams*, 63 N. Y. 361. In the principal case, however, no verdict was ever pronounced. As to one defendant the jury had reached a conclusion which they intended to give as a verdict, but they were not bound by that intention. At any time before that verdict was rendered in court, any juror was at liberty to change his mind. This mere intention, which did not bind even the jurors, the court records as a verdict binding upon the parties. As the jury was dismissed without giving any valid verdict, this was a mistrial. See *Fisk* v. *Henarie*, 32 Fed. 417, 427.

UNFAIR COMPETITION — MEANS UNLAWFUL AS AGAINST THIRD PERSONS — MEASURE OF DAMAGES. — The plaintiff's patent on drill chucks having expired, the defendant began to manufacture chucks of exactly the same size, style, and character, also duplicating the plaintiff's advertising cuts and printed matter. In a suit for an injunction the plaintiff prayed also for damages and an accounting of profits. Evidence was given as to the number of the defendant's sales but not as to his profits. *Held*, that in the absence of such evidence the profits that the plaintiff would have made on such sales determined the measure of damages. *Westcott Chuck Co.* v. *Oneida Nat. Chuck Co.*, 199 N. Y. 247.

Because of the close similarity between the two classes of cases, the rules governing actions for infringement of trademarks, although in great confusion, are applied to cases of unfair competition. *Fairbank Co.* v. *Windsor*, 118 Fed. 96. The English rule allows the plaintiff to elect between the damages he has sustained and the defendant's profits. *Lever* v. *Goodwin*, 36 Ch. D. 1. The early rule in this country gave the plaintiff such profits as he would have made. *Hostetter* v. *Vowinkle*, 1 Dill. (U. S.) 329. But later decisions give him the profits realized by the defendant. *Singer Mfg. Co.* v. *June Mfg. Co.*, 163 U. S. 169. And in some cases damages are added. *Hennessey* v. *Wilmerding-Loewe Co.*, 103 Fed. 90. Other courts have given the difference between the plaintiff's cost-price and the defendant's selling-price. *Champlin* v. *Stoddard*, 34 Hun (N. Y.) 109. The rule adopted in the principal case seems just. The defendant has diverted certain of the plaintiff's potential sales, which should be credited to the plaintiff *in toto*, since no equitable method of division is possible. And the plaintiff should recover what he would have made on such sales, rather than what the defendant has made; for he should neither profit by the defendant's economies of production nor suffer for the defendant's disadvantages.

BOOK REVIEWS.

THE LAWS OF ENGLAND. By the Right Honorable the Earl of Halsbury and other lawyers. London: Butterworth and Company; Philadelphia: Cromarty Law Book Company.

Vol. V. Companies. pp. ccvi, 769, 50.
Vol. XI. Descent to Ecclesiastical Law. pp. clxxix, 829, 81.
Vol. XII. Education to Electric Lighting and Power. pp. cxxii, 648, 48.

Volume V is devoted entirely to company law, and forms a treatise of seven hundred and sixty-eight pages on that subject. After a general consideration of the nature and domicile of companies, the work considers briefly the history of company legislation; then follows an elaborate treatise on the Companies Act of 1908. Special companies, like banking, insurance, and public-service companies, are considered; as well as chartered companies, the livery companies of the city of London, quasi-corporations, and illegal companies; and a few pages are devoted to foreign companies. The table of cases cited must contain at least five thousand cases. The importance of this treatise is at once apparent; and to the commercial lawyer in our Eastern cities it will be exceedingly useful.

Volume XI contains a short article on Descent and Distribution; a discussion of Discovery, Inspection, and Interrogatories, under the English practice; an elaborate article on Distress; an article on Easements and Profits, which is the most interesting in the volume to an American lawyer; and an elaborate disquisition on Ecclesiastical law.

In Volume XII the articles on Education and Elections have comparatively little value for our bar; but the hundred pages devoted to Electric Lighting and Power are useful.

The quality of these articles seems to be maintained at a high level, and the work should be in every law library, public or private, which aims to contain more than the mere necessary tools of trade. J. H. B.

DAY IN COURT. By Francis L. Wellman. New York: The Macmillan Company. 1910. pp. 257.

In his prefatory note Mr. Wellman says of the Day in Court: "This is in no sense a law book. . . . The purpose of this book, therefore, is to give to the